

JAMES F. BROWN
Mayor

DIANE SHOEMAKER
Director



DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT

ROME CITY HALL, 198 N. WASHINGTON STREET

ROME, NEW YORK 13440-5815

Telephone: (315) 339-7643 Fax: (315) 838-1167

Dear Applicant:

Thank you for your interest in the City of Rome Ramps & Rails Program. To determine if you, a family member, friend or client/patient is eligible for assistance, you, the family member, friend or client/patient must do the following:

- Complete the attached **Income Certification Form**.
- Include copies of **2008 Federal and New York State Income Tax Returns for each and every income earning member** of your household, your family member's household, friend's household or client/patient's household **and/or other income documentation** (e.g. Social Security Administration Form SSA-1099, unemployment insurance benefits statements, child support payments received, etc.) to enable us to review your, your family member's, your friend's or your client/patient's total gross household income for 2008, in accordance with HUD requirements. In addition, current **2009 paycheck copies**, if applicable, are required for each household wage earner.
- Provide a **signed medical statement** from your, your family member's, your friend's or your client/patient's Primary Care Physician and/or other appropriate Licensed Health Care Professional indicating the medical necessity warranting the installation of a Ramp and/or Rail at your, your family member's, your friend's or your client/patient's residence.

All paperwork must be submitted to the Department of Community and Economic Development (CED), 3rd Floor, Rome City Hall, 198 N. Washington Street, Rome, NY 13440. Once completed paperwork is received, CED staff will schedule an appointment for application review.

If you have any questions, please contact me at (315) 339-7643.

Sincerely,

Edward R. Seelig
Community Development Specialist

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Phone: (315) 339-7643**

RAMPS & RAILS PROGRAM APPLICANT INCOME CERTIFICATION

The United States Department of Housing & Urban Development (HUD) requires verification of family/household size and total gross annual household income (regular wages and/or pension income) and/or income received from Child Support, Social Security, SSI, Worker Compensation, Disability, etc. Please review the information below to determine if your total household income is within the income eligibility limits set forth by HUD.

HOUSEHOLD SIZE **MAXIMUM GROSS 2008 - 2009 HOUSEHOLD INCOME**
(Effective 03/19/2009)

1	\$32,150
2	\$35,700
3	\$40,200
4	\$44,650
5	\$48,200
6	\$51,800
7	\$55,350
8+	\$58,950

I/We certify that my/our household size is/are _____ and that my/our total income is at or below \$_____.

I/We understand that the information provided herein is subject to verification by authorized officials of the City of Rome.

Please supply the following information for each member of your household as related to the above. Use additional paper, if necessary :

NAME: _____ S.S# _____ AGE _____

NAME: _____ S.S# _____ AGE _____

PROPERTY ADDRESS: _____

PROPERTY OWNER SIGNATURE: _____ SSN: _____

PHONE: _____

TENANT'S SIGNATURE (If This Is a Rental Unit): _____

IS THE APPLICANT a VETERAN of the U.S. ARMED FORCES? Yes _____ No _____

It is understood by the applicant that the City of Rome can assist an applicant only once within a fifteen (15) year time period (only one ramp or rail every 15 years).

Revision Date: May 22, 2009

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AGREEMENT FORM

I/We, _____,
(Applicant Name) (Owner Name- if Applicant is not the Property Owner)

hereby grant permission to the City of Rome, New York to install a ramp and/or adaptive railing at _____, Rome, New York 13440.
(Address)

By signing this Release Form, the **Owner(s)** and/or **Applicant(s)** hereby acknowledge the fact that once installed, the ramp and/or adaptive railing becomes the **sole responsibility of the owner(s) and/or applicant(s)**. The City of Rome, New York will in no way be responsible for painting, staining, snow removal or general maintenance of the ramp and/or adaptive railing.

Furthermore, the applicant(s) acknowledges and understands that he/she can receive assistance from the Ramps & Rails Program only **ONCE** within a **Fifteen (15) Year** Time Period

(Owner Name – Please Print)

(Co-Owner Name – Please Print)

(Owner Signature)

(Co-Owner Signature)

(Date)

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Ramps & Rails Work Sheet

(To Be Completed by Contractor*)

Materials Needed:

Owner(s)/Applicant(s) Name:

Address: _____

Length of Ramp: _____

Size of Ramp: _____ Location of Ramp: _____

Comments:

***NOTE: The City of Rome Codes Enforcement Office (315) 339-7642 must inspect plans and location prior to the start of work.**

Date Approved: _____ Date Started: _____

Date Completed: _____

Date Denied (if appropriate): _____

Reason for Denial : _____

CED Signature _____ Date: _____

Name & Title

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RAMPS & RAILS RELEASE Form

THAT _____, residing at _____, Rome, New York, hereinafter referred to as "Property", for and in consideration of the City of Rome contracting for work to be done under its "Ramps and Rails" Program, hereinafter referred to as "Program", at the Property, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby remise, release and forever discharge **THE CITY OF ROME, NEW YORK**, a municipal corporation, with its principal place of business located at City Hall, 198 North Washington Street, Rome, New York, its employees, agents, servants, and its successors and assigns and/or his, her, their heirs, executors and administrators, and also any and all other persons, associations and corporations, whether herein named or referred to or not, and who, together with the above-named may be jointly or severally liable to the Undersigned or to any and all other persons, associations and corporations, whether herein named or referred to or not, of and from any and all, and all manner of, actions and causes of action, rights, suits, covenants, contracts, agreements, judgments, claims and demands whatsoever in law or equity, including claims for contribution, arising from and by reason of any and all **KNOWN AND UNKNOWN, FORESEEN AND UNFORESEEN** bodily and personal injuries or death, damage of property, and the consequences thereof, which heretofore have been, and which hereafter may be sustained by the Undersigned or by any and all other persons, relatives, associations and corporations, including any and all employees or associates of the Undersigned, whether herein named or referred to or not, and especially from all liability arising out of work performed at the Property under the City of Rome's Program by any independent contractor hired by the City of Rome.

Further, in consideration of the above payment, the **UNDERSIGNED ALSO EXPRESSLY DECLARES AND AGREES:**

- (1) That all claims, past, present or future, are disputed and this full and final settlement thereof shall never be treated as evidence of liability, nor as an admission of liability or responsibility at any time or in any manner whatsoever;
- (2) That this release covers and includes all claims several or otherwise, past, present or future which can or may ever be asserted by any person or persons, as heirs, or otherwise, as a result of injuries or death and/or damages, personal or property, as aforesaid or the effects or consequences thereof;
- (3) That this full and final release shall cover and include all and any future injuries, death and/or damages, personal or property, not known to any of the parties hereto but which may later develop or be discovered, including the effects or consequences thereof and including all causes of action therefore;
- (4) That those who are hereby released shall not be estopped or otherwise barred from asserting and expressly reserve the right to assert any claim or cause of action they may have against the Undersigned or any others; and

(5) That the Undersigned will indemnify, defend and hold harmless the said parties released hereby, against loss, including counsel and defense fees, from any and every claim or demand of every kind and character, including claims for contribution, which may be asserted by the Undersigned or by any and all other persons, associations and corporations, whether herein named or referred to or not, by reason of said occurrence, injuries and/or damages, personal or property, or the effects or consequences thereof;

(6) The undersigned hereby acknowledges that, upon completion of the work contemplated under the City's Program, the undersigned bears the sole responsibility of protecting and maintaining any and all equipment, appurtenances, fixtures or materials, including but not limited to the ramp and/or rail, installed, erected constructed or placed pursuant to the Program, and that the City of Rome has no duty or obligation to protect or maintain same in any manner.

The Undersigned specifically represents that he/she is executing this instrument with full knowledge, without duress and without coercion.

IN WITNESS WHEREOF, the hand and seal of the Undersigned is set hereunto this _____ day of _____, **20**_____.

READ CAREFULLY BEFORE SIGNING

Signature: _____

Address: _____

STATE OF NEW YORK)
) ss.:
COUNTY OF ONEIDA)

On this ____ day of _____, 20____, before me personally appeared _____, to me personally known, and known to be the person individually or jointly described in and who executed the above Instrument and who acknowledged to me the act of signing or sealing thereof.

Notary Public

My term expires: _____

Revision Date: May 22, 2009

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TRAILER PARK RELEASE

THAT _____, as owner of _____
Trailer Park, including Lot # _____, located at _____, Rome, New York, hereinafter referred to as "Property" for and in consideration of the City of Rome contracting for work to be done under its "Ramps and Rails" Program, hereinafter referred to as "Program", at the Property, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby remise, release and forever discharge **THE CITY OF ROME, NEW YORK**, a municipal corporation, with its principal place of business located at City Hall, 198 North Washington Street, Rome, New York, its employees, agents, servants, and its successors and assigns and/or his, her, their heirs, executors and administrators, and also any and all other persons, associations and corporations, whether herein named or referred to or not, and who, together with the above named may be jointly or severally liable to the Undersigned or to any and all other persons, associations and corporations, whether herein named or referred to or not, of and from any and all, and all manner of, actions and causes of action, rights, suits, covenants, contracts, agreements, judgments, claims and demands whatsoever in law or equity, including claims for contribution, arising from and by reason of any and all **KNOWN AND UNKNOWN, FORESEEN AND UNFORESEEN** bodily and personal injuries or death, damage of property, and the consequences thereof, which heretofore have been, and which hereafter may be sustained by the Undersigned or by any and all other persons, relatives, associations and corporations, including any and all employees or associates of the Undersigned, whether herein named or referred to or not, and especially from all liability arising out of work performed at the Property under the City of Rome's Program by any independent contractor hired by the City of Rome.

Further, in consideration of the above payment the **UNDERSIGNED ALSO EXPRESSLY DECLARES AND AGREES:**

- (1) That all claims, past, present or future, are disputed and this full and final settlement thereof shall never be treated as evidence of liability, nor as an admission of liability or responsibility at any time or in any manner whatsoever;
- (2) That this release covers and includes all claims several or otherwise, past, present or future which can or may ever be asserted by any person or persons, as heirs, or otherwise, as a result of injuries or death and/or damages, personal or property, as aforesaid or the effects or consequences thereof;
- (3) That this full and final release shall cover and include all and any future injuries, death and/or damages, personal or property, not known to any of the parties hereto but which may later develop or be discovered, including the effects or consequences thereof and including all causes of action therefore;
- (4) That those who are hereby released shall not be estopped or otherwise barred from asserting and expressly reserve the right to assert any claim or cause of action they may have against the Undersigned or any others; and
- (5) That the Undersigned will indemnify, defend and hold harmless the said parties released hereby, against loss, including counsel and defense fees, from any and every claim or demand of every kind and character, including claims for contribution, which may be asserted by the Undersigned or by any and all other persons, associations and corporations, whether herein

named or referred to or not, by reason of said occurrence, injuries and/or damages, personal or property, or the effects or consequences thereof;

(6) The undersigned hereby acknowledges that, upon completion of the work contemplated under the City's Program, the undersigned bears the sole responsibility of protecting and maintaining any and all equipment, appurtenances, fixtures or materials, including but not limited to the ramp and/or rail, installed, erected, constructed or placed pursuant to the Program, and that the City of Rome has no duty or obligation to protect or maintain same in any manner.

The Undersigned specifically represents that he/she is executing this instrument with full knowledge, without duress and without coercion.

IN WITNESS WHEREOF, the hand and seal of the Undersigned is set hereunto this _____ day of _____, 20____.

READ CAREFULLY BEFORE SIGNING

Signature: _____

Address: _____

STATE OF NEW YORK)
) ss.:
COUNTY OF ONEIDA)

On this ____ day of _____, 20____, before me personally appeared _____, to me personally known, and known to be the person individually or jointly described in and who executed the above Instrument and who acknowledged to me the act of signing or sealing thereof.

Notary Public

My term expires: _____

Revision Date: May 22, 2009